

CITY OF WOONSOCKET
AND
INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS
LOCAL NUMBER 404



CONTRACT AGREEMENT
FOR
JULY 1, 2002 THROUGH JUNE 30, 2005

*Arbitration
Award until 2001*

Table of Contents

SECTION I: RECOGNITION.....	1
SECTION II: MANAGEMENT RIGHTS	1
SECTION III: SALARIES	2
SECTION IV: BLUE CROSS AND PHYSICIANS' SERVICE.....	4
SECTION V: EDUCATION AND TRAINING	6
SECTION VI: DUTIES AND PROMOTIONS PROCEDURES	7
SECTION VII: SENIORITY	12
SECTION VIII: HOURS	14
SECTION IX: VACATIONS.....	17
SECTION X: HOLIDAYS.....	19
SECTION XI: CLOTHING ALLOWANCE	20
SECTION XII: SICK LEAVE.....	21
SECTION XIII: DISABILITY PENSION.....	26
SECTION XIV: GRIEVANCE PROCEDURE	30
SECTION XV: LEGAL SERVICES	32
SECTION XVI: PRIVATE DETAIL	32
SECTION XVII: LIFE INSURANCE	33
SECTION XVIII: POLITICAL EDUCATION FUND	33
SECTION XIX: PARITY CLAUSE	34
SECTION XX: SAVINGS CLAUSE	35
SECTION XXI: RECORD OF DISCIPLINARY ACTION	36
SECTION XXII: LAY-OFF	36
SECTION XXIII: DURATION OF THE AGREEMENT	36
SALARY SCHEDULE	38
Woonsocket Police Department Table of Organization	39
Memorandum of Agreement	40
Memorandum of Agreement	41
Memorandum of Agreement	42
Memorandum of Agreement	43

Pursuant to the provisions of Title 28, Chapter 9.2 of the General Laws of Rhode Island, 1956, as amended, entitled, "Policemen's Arbitration Act", this Agreement is made and entered into as of the ____ day of _____, 2002 by and between the City of Woonsocket and the IBPO Local 404.

SECTION I: RECOGNITION

1.1 The City of Woonsocket, hereinafter called the "City", recognizes the International Brotherhood of Police Officers, Local 404 ("IBPO Local 404") as the exclusive bargaining agent for all police officers of the Woonsocket Police Department with the exception of the Deputy Chief and the Chief of Police, for purposes of collective bargaining relative to wages, salaries, hours, and working conditions. The rights of the City and police officers shall be observed for the orderly settlement of all questions. It is specifically provided that the police officers who are subject to the terms of this Agreement shall have no right to engage in any work stoppage, slow-down, or strike. The consideration for such provision being the right to a resolution of disputed questions.

1.2 The City agrees not to discharge or discriminate in any way against any police officer for membership in, or activity on behalf of the IBPO Local 404.

1.3 Employees who are members of the IBPO Local 404 on the effective date of this Agreement, as a condition of employment, remain members of said IBPO Local 404. All new employees hired hereafter shall as a condition of employment, become and remain members of the said IBPO Local 404 fourteen (14) days after completion of the probationary period. Probationary patrolmen/patrolwomen shall be entitled to the same benefits afforded members of the Police Department under the provisions of this Agreement.

1.4 Employees who choose not to join the IBPO Local 404 and who are covered by the terms of this contract, shall be required to pay a monthly service fee to the IBPO Local 404 for the purpose of aiding the IBPO Local 404 and defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining unit.

1.5 The City of Woonsocket agrees to deduct union dues weekly during the term of this Agreement upon receipt of authorization cards from members of IBPO Local 404 and shall forward the same to the Treasurer of IBPO Local 404 as soon as possible thereafter; any assessments approved by IBPO Local 404 shall also be deducted by the City and forwarded to the Treasurer of IBPO Local 404 commencing with the next pay period.

1.6 The Chief of Police or Public Safety Director shall cause a copy of all notices of general application and copies of bulletin board postings to be forwarded to the Secretary of the IBPO Local 404.

SECTION II: MANAGEMENT RIGHTS

2.1 The City shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided in Chapter 2246 of the Public Laws, 1935, and

all additions and amendments thereto, and in accordance with Chapter 1865 of the Ordinances of the City of Woonsocket and any and all amendments thereto.

2.2 The Chief of the Police Department, in cooperation with the officers of the IBPO Local 404, shall review and update any rules and regulations of the Police Department and cause a copy of the revised rules and regulations to be supplied to each member of the department, when approved by the Public Safety Director.

SECTION III: SALARIES

3.1 (a) The base pay of employees of the Woonsocket Police Department shall be as indicated on the Salary Schedule attached hereto. The City will continue the practice of distributing all paychecks in sealed envelopes.

3.1 (b) An employee in the rank of police officer shall serve in the entrance rate for a period of one (1) year. Said one (1) year period shall exclude said period of time the employee attended the Rhode Island Municipal Training Academy. At the completion of twelve (12) months of satisfactory service and upon the recommendation of the Director of Public Safety, the employee shall be advanced to the highest rate in the appropriate salary schedule, provided his/her service has been satisfactory.

3.1 (c) All police officers who work during the hours of 4:00 P.M. until midnight, shall receive, as salary, an additional fifty cents (\$.50) per hour over and above their base pay. All police officers who work during the hours of midnight to 8:00 A.M. shall receive, as salary, an additional seventy-five cents (\$.75) per hour over and above their base pay. All police officers who work during the split shift (TAC SQUAD); shall receive as salary an additional seventy-five cents (\$.75) per hour over and above their base pay. THIS SECTION IS TO INSURE THAT ONLY POLICE OFFICERS WHO WORK DURING THESE HOURS SHALL BE PAID THE SHIFT DIFFERENTIAL.

3.1 (d) Each employee of the Woonsocket Police Department covered by this Agreement shall be entitled to longevity payments after he/she has served as a member of the department for a period of five years from the date of appointment. Any member who has his/her fifth year anniversary date within the calendar year shall be entitled to said payment. The City shall make payment of longevity on or before December 1st of each year in one lump sum. Any member whose anniversary date falls between December 1st and December 31st shall be paid on their anniversary date. Longevity payments will be as follows:

Effective June 30th 2002

First full five (5 th) years	0%
Start of sixth (6 th) year until the end of tenth (10 th) year	10%
Start of eleventh (11 th) year until the end of fifteenth (15 th) year	11%
Start of sixteenth (16 th) year until the end of twentieth (20 th) year	12%
Start of the twenty-first (21 st) year and over	13%

Longevity payment shall be calculated using the base pay of the respective officer. Any employee so entitled shall be paid as above provided. In case an employee dies leaving unpaid longevity payments for which he/she was eligible, the City shall pay the amount of such unpaid longevity to the executor or administrator of his/her estate or to his/her next of kin upon being indemnified by such next of kin to the satisfaction of the City. The City shall issue separate checks for longevity payments. Any police officer who retires before December 1st of any calendar year is not entitled to longevity payment.

DEFINITIONS:

a.) BASE PAY shall be defined as your salary exclusive of any overtime, shift differential, holiday pay, longevity, etc.

b.) BASE SALARY shall be defined as base pay times fifty-two (52) weeks plus

Holiday pay (the holiday pay rate of the respective police officer times the number of holidays per calendar year) plus longevity pay (that payment to which he/she is or would have been entitled to for that calendar year in which he/she retired. That payment shall be equal to the base pay at the time of retirement multiplied by the percentage rate the respective police officer is entitled to according to the above schedule multiplied by 52 weeks) plus incentive pay (the incentive pay he/she last received). The total of all of the above shall be divided by 52 to equal the base salary for pension purposes.

3.2 All police officers covered by this agreement who are officers of IBPO Local 404 shall be allowed time off, with approval of the Chief of the Department, with pay, for the official IBPO Local 404 business. Members designated as being on the IBPO Local 404 negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated IBPO Local 404 negotiating team member is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

3.3 The salaries prescribed in the salary schedule are fixed on the basis of full time employment for the normal work week, as provided for the respective classes in the Personnel Code of the City.

3.4 Original appointment of a police officer shall be made at the entrance rate and advancement from the entrance rate to the maximum rate within a salary range shall be by successive steps. Upon recommendation of the Departmental Director, through the Personnel Director, the Personnel Board may authorize initial compensation at a rate higher than the entrance rate in the salary schedule, based on the employee's experience, ability, and skill over and above the minimum qualifications specified for the class.

When the employee returns to duty in the same class of position after an involuntary separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the corresponding salary of the class of position which he/she held at the time of separation.

An employee who leaves, or has left the City service to enter active service of the armed forces of the United States, under the terms of the Selective Service Act, or any

amendments thereto, and who, subsequently, is reinstated to a previous position held by him/her, shall be entitled to the corresponding salary to which he/she would have been entitled had his/her service with the City not been interrupted by entry into the armed forces.

Any employee adversely affected may file a grievance and in the event it is determined that the decision of the Personnel Board was arbitrary or capricious, said action shall be reversed and the employee made whole.

Service requirements for advancement within salary schedule and for other purposes, as specified in this Agreement, shall have the implication of continuous service, which means employment in the City service without break or interruption, provided that absence on authorized leave of absence with pay shall not affect continuity of service. Leave without pay for periods in excess of thirty (30) days, except as provided in this Agreement, and all absences without leave shall be deducted in computing total service.

For any provision of paragraph 3.4 wherein the Departmental Director may authorize compensation at an increased rate above the entrance or probationary rate, the increase which the Public Safety Director may authorize will automatically be implemented if the Director of Public Safety does not, within thirty (30) days following the expiration of the probationary period, deny the increase.

3.5 When an employee is required to work in a higher class or position for a minimum of one (1) shift, such employee shall receive the salary of the higher class or position only for the length of time actually worked in said class or position at the same grade step level he/she has attained at his/her present step rate.

3.6 LEAVES OF ABSENCE

MATERNITY/PATERNAL LEAVE:

Employees covered by this Agreement shall be entitled to a leave of absence in accordance with the state law (Chapter 48 entitled "PARENTAL LEAVE").

MILITARY LEAVE:

Any police officer, who is a member of any reserve and/or guard force and is ordered by the appropriate authorities to attend a training period or other duties shall be granted a leave of absence, without pay, from his/her position during the actual duration of such activity, but not to exceed fifteen (15) days annually. During this period, the employee shall accrue all benefits as though actually employed. Such employee shall receive that part of his/her regular salary which will, together with his/her reserve or guard pay, equal his/her total salary under section 3.1 herein for a similar period. This section shall not preclude the authority of the Public Safety Direction under Section 203.24 of the Regulations of the Police, Department.

SECTION IV: BLUE CROSS AND PHYSICIANS' SERVICE

4.1 The City shall pay the entire cost, including family coverage, applicable where an employee has a family within the Blue Cross definition, for its employees on active service in City employment, in the comprehensive semi-private plan of the Rhode Island Hospital

Service Corporation (Blue Cross) with 365 days coverage; full semi-private maternity and out-patient medical emergency coverage; and the Rhode Island Blue Shield Physicians' Service, Plan 100 comprehensive including 365 days in hospital visits, full obstetrical diagnostic out-patient x-ray and laboratory coverage (J.U. #2); a \$1,000,000 major medical police coverage with a \$75.00 annual deductible per member (maximum two deductibles per family) in accordance with the rules and regulations of such corporation. Effective July 1, 1997, the annual deductible will be \$100.00 per member. Any employee wishing to seek medical coverage with any other health group organization other than Blue Cross, may do so; provided that the employee maintains the same type of coverage supplied by the City through Blue Cross, including coverage for on the job injury. The City shall contribute to that health plan whatever sum it would have paid for Blue Cross coverage for said employee and the pay an employee selecting a health plan other than Blue Cross shall pay the balance of the cost for said coverage which exceeds the premium paid by the City of Woonsocket for Blue Cross medical coverage as provided herein for said employee; provided, however, that an employee who waives health insurance benefits shall be entitled to the annual sum of \$2000 from the City in consideration of said waiver. The City shall also pay for Delta Dental levels I, II, III, IV Family plan up to \$2,000.00 per year.

4.2 The City shall pay the entire cost of Major medical, plus student rider coverage, and \$2 Co-Pay Drug Program, for all members of the IBPO Local 404 on active service in City employment and including those members placed on disability or retirement pension after July 1, 1981.

4.3 If an active member of the Police Department with at least one (1) year of service dies, his/her immediate family, at the time of his/her death, shall continue to receive Blue Cross and Physician's service at the expense of the City until the spouse remarries and/or the children reach age nineteen (19) if not attending college or twenty-three (23) if attending college; provided however, that said coverage may be temporarily suspended by the City in avoidance of dual coverage if equal or greater benefits are provided by any employer of said widow and/or child(ren).

4.4 An employee injured in the line of duty shall be eligible for a private hospital room at the expense of the City, and a police guard shall be assigned if it be deemed necessary, subject to the following:

- a. Requested by the injured officer or a member of his/her immediate family, and
- b. Upon the approval of the Public Safety Director or his/her designee, or upon approval of the Chief of Police or his/her designee.

4.5 The City shall pay the entire cost, including family coverage, applicable where an employee has a family within Blue Cross definition, for an employee, covered by this Agreement, placed on disability or retirement pension list after July 1, 1981 and the semi-private plan of the Rhode Island Hospital Service Corporation (Blue Cross) and also the Rhode Island Medical Society Physicians, Service Plan 100 in accordance with the rules and regulations of such corporation. The City shall pay the cost of Major Medical for said retirees. Said coverage may be temporarily suspended by the City in avoidance of dual coverage if equal or greater benefits are provided through any other means to said retiree.

4.6 The City reserves the option to explore other medical care programs containing comparable, equal, or superior benefits as compared to those medical benefits provided in this contract.

4.7 The City and the IBPO Local No. 404 agree that drug testing is a desirable objective. To that end the parties agree to meet at regular intervals for the purpose of establishing mutually agreeable procedures.

SECTION V: EDUCATION AND TRAINING

5.1 The City will pay at the time of registration, the police officer for eligible expenses for courses, in accordance with section 42-28.1-5 of the General Laws of Rhode Island. Said payment by the City will include all mandatory fees imposed by the school as a condition of receiving credit for the course and/or as a graduation requirement. The Chief of Police shall have discretion to decide whether said course or courses shall be taken during day or evening sessions, taking into consideration the police officer's work schedule. Said decision shall be subject to the grievance procedure.

Reimbursement may be made in a lump sum payment within thirty (30) days of notification of failure or withdrawal, or by installment payments deducted from the officer's paycheck over a period not to exceed eighteen (18) months. The method of repayment is at the option of the officer.

5.2 Any normal training requirement may be performed outdoors between May and September, but with the provision that outdoor training in inclement weather is to be avoided except where inclement weather conditions are a necessary part of the training; at other times training shall be held indoors unless the nature of the training is such that it must be held outdoors.

5.3 Each employee will be required to attend Roll Call training for one (1) session of one (1) hour or less per week, to be scheduled during the employee's normal tour of duty.

5.4 Whenever any educational programs, including, but not limited to, advanced schools, seminars, training, etc., are to be offered to the officers notice will be provided by announcing said program at Roll Call, for all shifts, for a minimum of four (4) days in addition to being posted for the same period. Officers interested in attending any of these educational programs shall submit their bid to the Chief of Police in writing within the time limit specified in the notice which shall be less than seven (7) days and the Chief shall select the officer or officers to attend the program but said selection shall not be exercised arbitrarily or capriciously.

No offering as described herein shall be required in the event that the schooling, seminar or training is directed to a certain rank or division (e.g., training officer, patrol sergeants, detective, uniform, BCI, traffic bureau, prosecution).

SECTION VI: DUTIES AND PROMOTIONS PROCEDURES

6.1 The duties of the members of the Police Department shall be the administration and service functions presently performed by them, and further as set forth in Chapter 1865 of the city ordinances and any amendments thereto.

6.1(b) With the exception of emergencies, at no time shall a full time member of the Woonsocket Police Department be required to perform maintenance duties which are general duties and functions of other labor unions within the City of Woonsocket. This language will not prohibit voluntary participation in maintenance activities.

6.2 Promotions to the rank of Sergeant, Lieutenant, and Captain on the Woonsocket Police Department shall be made by written competitive examinations in the following manner:

(a) All tests shall be multiple choice of not less than one hundred (100) questions and not more than one hundred fifty (150) questions.

	Sergeant	Lieutenant	Captain
<i>A. Patrol Related Texts</i>			
The Patrol Operation - Bureau of Operations and Research, IACP, 3 rd edition, 1977, 244 pages.	Y	Y	Y
Police Field Operations, Tactics and Techniques -Adams, Thomas F., Prentice Hall, 1985, 385 pages.	Y	N	N
Human Relations: Law Enforcement in Community - Coffey Alan E., E. Eldefonso, and W. Hartinger, Prentice-Hall, 3 rd edition, 1982, 286 pages.	Y	Y	Y
<i>B. Criminal Investigation Procedures, Professional Standards Division</i>			
IACP, 4 th edition, 1989, 551 pages.	Y	Y	N
Fundamentals of Criminal Investigation - O'Hara, Charles E., C.C. Thomas, 5th edition Revised 1988, 972 pages.	Y	Y	Y
<i>C . Supervision Texts</i>			
Elements of Police Supervision - Melnicoe, William B and Jan Mennig, Glencoe Press, 2 nd edition, 1978, 325	Y	Y	Y

pages.			
Police Supervision Theory and Practice - Whisenand, Paul M., Prentice-Hall, 2 nd edition, 1976, 456 pages.	N	N	Y
Supervision of Police Personnel - Iannone, N.F., Prentice-Hall 4 th edition, 1987, 451 pages.	Y	Y	Y
<i>D. Administration Texts</i>			
Local Government Police Management - ICMA, 2 nd edition, 1982, 447 pages.	N	N	Y
Police Administration - Wilson, Orlando W. and Roy C. McLaren, McGrawHill, 4 th edition, 1977, 703 pages.	N	N	Y
<i>E. Legal Texts</i>			
Statutes and case law for your state and recent U.S. Supreme Court decisions, dealing with the laws of arrest, search and seizure.	Y	Y	Y
Statutes in the criminal code for your state, defining the elements of crimes.	Y	Y	Y

PUBLISHER'S ADDRESSES

C.C. Thomas, 2600 South 1st Street, Springfield, Illinois 62717, (217) 789-8980; Glencoe Press (now McMillan Publishing Co., Inc.), Front and Brown Streets, Riverside, New Jersey 08370, Attention: Customer Service Dept. (609) 461-6500.

International Association of Chiefs of Police (IACP)*, Eleven Firstfield Road, Gaithersburg, Maryland 20760, (301) 948-0922, Ext. 284.

International City Management Association (ICMA), 1120 G Street, N.W. , Washington, D.C. 20005, (202) 626-4600.

McGraw-Hill Book Company: Regional Distribution Centers: Western - 8171 Redwood Highway, Novato, Ca. 94947, (415) 897-5251 Eastern - Princeton Rd., Hightstown, New Jersey 08520, (609) 448-1700. Mid-Continent - Manchester Rd., Manchester, Mi. 63011, (314) 227-1600.

Prentice-Hall, Inc., Mail Order Billing office, 200 Old Tappan Rd., Old Tappan, New Jersey 07675, (210) 767-5000; or 4700 S. 5400 W., Salt Lake City, Utah 84118, (801) 969-3461.

* Note: In order to expedite shipment of IACP texts, we have special Priority Order Forms available. We will provide you with these forms upon request.

(b) All questions may come from one or any combination of books listed above. This list is subject to revisions by the certified testing company and the IBPO Local 404 shall be made aware of said changes by the certified testing company.

(c) Any certified testing company shall be used to create and correct the required examinations using the above listed books. Proctoring of the exam and sealing for correction shall be carried out by an appointee of the President of the IBPO Local 404 in conjunction with the City Personnel Director or his/her appointee.

Eligibility requirements for promotional exams are as follows:

(d) RANK OF SERGEANT: Patrolmen or patrolwoman with five (5) years of service on the Woonsocket Police Department

(e) RANK OF LIEUTENANT: Police Sergeant with a minimum of six (6) months in grade on the Woonsocket Police Department

or

Any police member with eight (8) years of service on the Woonsocket Police Department

(f) RANK OF CAPTAIN: Police Lieutenant with a minimum of six (6) months in grade on the Woonsocket Police Department

or

Police Sergeant with eight (8) years of service on the Woonsocket Police Department with at least one (1) year in grade.

(g) Personnel attaining the highest grade score, plus credit for longevity service ($\frac{1}{2}$ point per year, maximum of 10 points) shall be promoted in accordance with the provisions of 6.2(1) herein; minimum written score of sixty (60) percent shall be required to have their names placed on the appropriate promotional list. Seniority shall determine placement on the list in the event of a total (test and Longevity) tie score. Holding grades from previous examinations is prohibited.

(h) All questions concerning seniority shall be answered by the Official Police Department Seniority List.

(i) All rank vacancies requiring promotion will be filled within a thirty (30) day period. If there is no list, thirty (30) additional days will be allowed.

(j) Personnel taking promotional examinations may review their test one (1) time with a two and one-half ($2\frac{1}{2}$) hour maximum time limit. Any person taking the examination will be allowed to review any other person's examination who scored higher than himself. The review period shall last seven (7) days.

(k) The above paragraphs are intended to require that officers who take promotional examinations shall be placed on the appropriate promotional list according to their final total score, the total comprising a combination of the written examination (70%) plus oral

examination (30%) conducted in accordance with section 6.2 (n) herein; and utilizing sources listed in 6.2 (b) herein plus credit for longevity pursuant to 6.2 (g) herein. The oral exam shall be given prior to the written examination and the police officer taking said oral shall be given a copy of his/her oral grade within one (1) week of the oral test date. The appointing authority will follow the recommendation of the Chief of Police and his/her staff and if the appointing authority does not follow their recommendation, he/she will submit his/her reasons for not following their recommendation to the Chief of Police.

(l) Promotions to any vacancy will be made from the promotional list and the Chief and his/her staff will make recommendations to the appointing authority, who shall choose from the top three (3) candidates on said list. No employee whose name appears on any promotional list and places among the top three (3) names on said list shall be passed over for promotion to the next higher class of position by the appointing authority more than twice before being promoted.

(m) Any officer applying for a promotional exam shall deposit with the Personnel Director the sum of \$60.00 sixty dollars to cover the cost of ordering said exam. Should the officer fail to take the exam he/she applied for, he/she shall forfeit the deposit. Any officer taking the exam shall be reimbursed the sum he/she paid when he/she applied. Said reimbursement shall be within two weeks of the date the exam was given.

(n) The oral board examination for promotion to any rank above patrolman shall be conducted by the city using three (3) board members selected by the City consisting of police personnel of a higher rank than the position being tested for; said police personnel shall be selected from outside police agencies. The final oral grade shall be the average of the combined board members scores.

(o) Any police officer, prior to being promoted, must be found as physically fit as his/her age and the nature of his/her duties require. The City of Woonsocket may require any member of the police department to submit to a physical examination by a physician chosen by the City and agreeable to the police officer. Said physical examination shall be paid for by the City. Nonpermanent physical or mental disabilities shall not be a reason to deny any police officer a promotion.

6.2 Promotions to the rank of Sergeant, Lieutenant, and Captain on the Woonsocket Police Department shall be made by written competitive examinations as outlined below. There shall be a fifteen day application period. The seniority date as of the end of the application period is to be used for all employees to be eligible to take any promotional examinations. The examinations shall be given within 30 days following the end of the application period unless said period is, by mutual agreement between the IBPO Local 404 and the City, extended.

6.3 Only the names of the officers certified for promotion will be published in the newspaper.

6.4 In the event of any two departmental vacancies in the rank of Patrolman/Patrolwoman, one position must be filled within thirty (30) days of the creation of the second departmental vacancy if a list exists. If no list exists for Patrolman/Patrolwoman, the City must fill one departmental vacancy within one hundred twenty (120) days of the creation of the second departmental vacancy. If the second or any subsequent departmental

vacancy is not filled in accordance with this section, the City must staff said vacancy by calling in off-duty officers pursuant to the overtime provisions of this Agreement. A vacancy shall exist when there are less officers (both patrol and rank) on the existing payroll than provided for in that fiscal year budget.

The City shall hire a Patrolman/Patrolwoman on January 1, 1997 or as soon as practicable, on January 1, 1998, and on January 1, 1999.

6.5 The Personnel Director shall, before any examination notify in writing the employees of the Police Department of the type and form of the examination, the source of materials and also the eligibility requirements for the taking of such examination provided, however, that no system for promotion or eligibility shall be established by the Personnel Director without so advising the Executive Committee of IBPO Local 404.

6.6 Effective July 1, 1981, no employee whose name appears on any promotional list and places among the top three (3) names on said list shall be passed over for promotion to the next higher class of Position by the City more than twice before being promoted. This provision shall not apply to an employee if the promotion causes the employee to skip a higher class of position or rank (e.g. Sergeant to Captain) but, notwithstanding the foregoing, an employee may skip a higher class of position or rank (e.g. Sergeant to Captain) by promotion by the appointing authority.

6.7 The duties of prosecution for district, superior, and municipal courts shall be assigned to three (3) police officers holding the rank of sergeant. These shall be three permanent full time positions. This shall not preclude the chief from assigning anyone to these positions on a non-permanent basis to fill any vacancy due to vacations, illness, days off, etc... as needed.

6.8 Those personnel requesting a transfer to the Detective Division will be required to have passed the department administered test specific to detective duties.

Areas of concentration will be determined by the Chief of Police and the Detective Commander along with the City Personnel Director, and published.

A course of information will be provided by the Department. Attendance is voluntary and not mandatory for participation and testing. Testing will be conducted through the Personnel Division of the City of Woonsocket.

Additional provisions shall apply:

There shall be a written test only. A passing grade of seventy (70%) percent is required to be certified. Detectives will be chosen by seniority of those passing the test. Patrolmen must have a minimum of three (3) years to be eligible to take the exam. Those policemen currently assigned to the Detective Division will not have to take the examination. Sergeants must have three (3) years "in grade" or eight (8) years total service to be exempt from testing; otherwise sergeants will have to take the examination. Sergeants (as specified above), lieutenants, captains and a of the detectives will be chosen by seniority as currently practiced. All members of the Detective Division, excluding the of the Detectives, shall receive an assignment differential of \$.35 cents per hour to be added to the Detectives' base pay.

6.9 Civilians will be hired to replace police officers at dispatch and for front desk duties. No officer shall perform these duties at any time, except in time of emergency. When officers are required, in time of emergency, to perform these duties, it will be at overtime rate. Dispatch overtime shall be offered to and worked by Patrol and Detective Patrol officers only.

This will not prevent police officers who are able to return to light duty status from injury on duty status or illness to fill these positions or similar light duty type positions.

6.10 Through attrition, once the presently assigned Captains leave their positions (i.e. retirement, permanent transfer), the position of Captain will be eliminated from the following positions, and the duties of those Captains will be performed by an assigned Lieutenant:

Uniform Morning Platoon	Accident Prevention Bureau
Uniform Day Platoon	Day Detective Division
Uniform Night Platoon	Special Squad

Through attrition (i.e. retirement, promotion, etc.), the three (3) Commander positions within the Department shall be eliminated and replaced by a Captain who will head one of the three (3) divisions. The above changes will eliminate the position of Commander (3), reduce the number of Department Captains from six (6) to three (3), and increase the number of Department Lieutenants from six (6) to nine (9). The City and the Union agree to the creation of two (2) Lieutenant positions. One will be Internal Affairs Lieutenant, to be compensated as a Detective Lieutenant, and one being Training Lieutenant, to be compensated at Police Lieutenant rate. These two positions are part of the overall complement of Lieutenants, which will equal nine (9). If any questions arise regarding staffing, all parties agree to refer to the organizational chart agreed upon, which is included. All organizational changes shall take effect through attrition.

6.11 The parties agree that the position of Deputy Chief shall be created and filled by either a current or retired member of the Woonsocket Police Department, having attained the rank of Lieutenant or higher. The selection will be made by the Mayor of Woonsocket, and it will not be a tested position. The Mayor will appoint by a three-year contract. This position does not create an additional position, but shall be part of the total man power allocation of the Woonsocket Police Department.

SECTION VII: SENIORITY

7.1 The employees of the Police Department shall have seniority rights in grade and said seniority, insofar as practicable, shall prevail with regard to transfers to any division, department or any other post whatever name the transfer may be labeled; also transfers to shifts, beats or posts, days off, holidays and vacations will be done by seniority provided that the Chief shall take into account the ability, qualifications, and other legitimate considerations concerning the employee seeking the transfer; he/she shall submit his/her written reason or reasons for the disqualification and such action shall be reviewable through the grievance procedure.

Any temporary assignments must not exceed one hundred fifty (150) days, and shall be limited to one (1) temporary assignment per police officer per year, such year commencing on

the start of his/her temporary assignment and ending three hundred sixty five (365) days after said date. All temporary assignments will be posted as specified in Section 7.2 and will be by seniority; provided, however, that the Chief shall take into account the ability, qualifications, and other legitimate considerations concerning the employee; he/she shall submit his/her written reason or reasons for the disqualification and such action shall be reviewable through the grievance procedure. In cases of light duty said one hundred fifty (150) days limit shall not apply and any police officer on light duty shall be assigned to his/her normally assigned shift.

Any uniformed officer who is temporarily assigned to plain clothes detail for more than sixty (60) days shall receive sixty (\$60.00) dollars of the annual clothing allowance for sixty (60) days and one (\$1.00) dollar for each day thereafter that he serves in the temporary assignment.

7.2 All bids shall be published in the Daily Bulletin for five (5) days. Personnel interested in the vacant position will submit, in writing, their application for said vacant position to the Chief in four (4) days from the last day the bid was published. A special notice will be sent to members on sick leave, on vacation, on leave with pay, on leave without pay, or injury status at the time bid was published. A copy of the Daily Bulletin in which the bid was published shall be sufficient notice to comply with this section.

7.3 Any employee may reject the position or benefit at his/her discretion without the need of any explanation on his/her part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situations where seniority would prevail.

7.4 The seniority of a police officer shall be determined by length of service as of the date of hire as a full-time police officer. In the event that more than one (1) employee was appointed on the same day, then the senior person shall be the officer who finished highest at the Municipal Police Training School. Seniority in rank shall be determined by length of service in rank.

7.5 If there is a trial period, a bimonthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Chief of Police and Director of Personnel. The form of said progress report shall be substantially the same as is now being used by the Director of Personnel.

7.6 Within thirty (30) days after the execution of this Agreement, the City shall furnish the Union and the Police Department a copy of the proposed seniority list and the Union and/or the Police Department each will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The City also agrees to furnish to the Union an up-to-date list every six (6) months, a copy of which is to be posted on said bulletin board.

7.7 The provisions of this section shall not have any retroactive effect.

7.8 The City agrees to staff the uniform division according to the following schedule.

8:00 AM – 4:00 PM Shift: 17 patrol officers, excluding supervisors.
4:00 PM – 12:00 MID Shift: 18 patrol officers, excluding supervisors.
12:00 MID – 8:00 AM Shift: 16 patrol officers, excluding supervisors.

If a bargaining unit member vacates any of the above referenced positions by reason of permanent transfer or promotion, a vacancy shall be posted and filled within ten (10) days of posting by the most senior officer bidding.

7.9 ADMINISTRATIVE TRANSFER: The Chief of Police shall have discretion to transfer any police officer from the Detective, Juvenile, or B.C.I. bureaus, if the police officer's performance is not satisfactory. In such event, the police officer shall or may elect to be transferred to his/her or her last previous assignment or to another assignment without affecting his/her work schedule or hours. The Chief will advise the police officer in writing, the reason(s) for said transfer and the letter outlining the reason(s) shall not be placed in the police officer's personnel file. Such transfer shall not be used as a disciplinary action, or considered as disciplinary action, and shall be subject to the grievance procedure.

SECTION VIII: HOURS

8.1 (a) The regular work schedule for all members of the uniform division shall be thirty-seven and one-half (37 ½) hours weekly, consisting of four (4) days on and two (2) days off.

(b) The regular work schedule for all members of the Detective Division of the Police Department shall be thirty-seven and one-half (37 ½) hours weekly.

(c) The regular work schedule for the Traffic Division Lieutenant, Detective Division Captain, Juvenile Division OIC, Training Lieutenant, Internal Affairs Lieutenant, Evidence Officer, and Computer Systems Manager (Officer), shall be five (5) days on, two (2) days off, consisting of the following:

The regular work schedule for the Traffic Division, Training Lieutenant, Internal Affairs Lieutenant, Evidence Officer, and the CMS Officer:

Days: Monday through Friday, with days off being Saturday and Sunday.

Hours: 8:00 AM through 4:00 PM

The regular work schedule for Detectives, Juvenile Division and Prosecution Division Detectives shall be five (5) days on and two (2) days off consisting of the following:

Days: Monday through Friday, with days off being Saturday and Sunday;

Hours: Day Detective & Day Juvenile Divisions: 8:30 AM - 4:30 PM

Night Detective & Night Juvenile Division: 4:30 PM - 12:30 AM

Provided, however, that the Municipal Court prosecutor assigned to the night session shall, on the days of such night sessions, work 1:00 PM through 9:00 PM.

(d) Personnel with a five (5) day on and two (2) day off schedule will have fourteen (14) Holidays off and six (6) Granted Time Off (GTO) days per year to be discharged within the

calendar year in which they are earned as compensation for the difference in days worked between the four (4) day on and two (2) day off schedule and the five (5) day on and two (2) day off schedule.

(e) No member shall be ordered in on his/her day off unless it is for an emergency or for major functions sponsored by the City.

(f) Members of the Vice Unit are recognized as detectives. They are members of the Detectives Division. The regular work schedule for members of the Vice Unit shall be five (5) days on and two (2) days off, consisting of the following:

	Monday	Tuesday	Wednesday	Thursday	Friday
Week #1	0830-1630	0830-1630	1630-0030	1630-0030	0830-1630
Week #2	0830-1630	0830-1630	0830-1630	1630-0030	1630-0030
Week #3	0830-1630	0830-1630	1630-0030	1630-0030	0830-1630
Week #4	0830-1630	0830-1630	0830-1630	1630-0030	1630-0030

In the event that a specific case investigation arises, where the Chief of Police or the Deputy Chief determines that members of the Vice Unit are to conduct the investigation, the above referenced hours may be changed to better accommodate said investigation. The Chief of Police or Deputy Chief will notify the President of IBPO Local 404 of any change in hours for a specific investigation, without giving details on the investigation. If the change in hours lasts more than sixty days, the Chief shall discuss the reasons with the President of IBPO Local 404. If a dispute arises, the normal grievance process shall take effect.

8.2 (a) It is recognized that several members of the department because of their assignments, work schedules other than described above. It is expected that present schedules will continue, but the City retains the right to institute changes in these schedules if conditions warrant such changes. In such instances of change, the chief will discuss the change with the officers of IBPO Local 404 prior to the proposed change, and in the event of a dispute, said dispute will be resolved in accordance with the grievance procedure outlined herein.

(b) The Chief shall not assign any police officer on his/her off-duty hours or on-duty hours, except in the cases of emergency, to active detail duty for the purpose of rendering services for a private non-municipal gainful event, affair, or enterprise, including sidewalk bazaars, moonlight sales, carnivals, construction sites, dances, celebrations, or shopping area traffic control zones for more than one shift, without first contacting the Detail Officer of IBPO Local 404, in order to allow the same the opportunity of presenting to the Chief a list of volunteers who are willing to report for overtime duty without or with compensation therefor. Upon receipt of this list of volunteers, the Chief shall assign therefrom the officers he/she selects to overtime duty. In the event the officers of IBPO Local 404 fail to present the aforesaid list to the Chief within forty-eight (48) hours, the Chief may assign the officers he wishes to select to active duty. In the event of a dispute, the said dispute will be resolved in accordance with the grievance procedure contained herein.

(c) Should a dispute arise with respect to matters described in subparagraphs (a) and (b) above, it is understood that any change or assignment order by the Chief will take effect

immediately and said change or assignment will stand, pending the outcome of a hearing in accordance with the grievance procedure.

8.3 (a) All employees covered by this Agreement who are called back to duty outside of their normal tour shall be compensated for at least a minimum of four (4) hours, at a rate of time and one-half whether said employee works the full four (4) hours or not. The employee may elect to have all the time and one-half in either pay or compensatory time. In addition, for any hours worked on call back in excess of four (4) hours, the same shall likewise be paid at the rate of time and one-half in either pay or compensatory time at the election of the employee.

(b) Any employee working beyond the normal hours of his/her scheduled tour of duty shall receive time and one-half, either in pay or compensatory time at the election of the employee. In addition, any employee covered by this Agreement shall also receive four (4) hours of compensatory time if he/she is not notified of any change in his/her regular work schedule at least eight (8) hours prior to his/her scheduled reporting time. In determining overtime, when an employee performs overtime work of fifteen minutes or more, he/she shall be credited with one-half (½) hours at the overtime rate hereinbefore set forth. When an employee works thirty (30) minutes or more, but less than one (1) full hour, said employee shall receive a full hours overtime pay at the overtime rate hereinbefore set forth.

(c) Recall duties, such as court time, parade, range, etc.: said employees shall receive a minimum of four (4) hours compensatory time off at time and one-half, or four (4) hours pay at time and one-half, but not both.

(d) Every police officer shall have the option to select compensation for recall and overtime in cash or to accumulate compensatory time. Beginning July 1, 1994, any officer who has reached the maximum 60 hours of cumulative compensatory time, except those officers who already have excess cumulative compensatory time above the 60 hours maximum, may accumulate compensatory time during the period between July 1, and June 15 above the sixty (60) hour maximum. If the officer does not discharge the excess accumulated over the 60 hour maximum on or before June 15, he/she shall be paid all accumulated hours above the 60 hour maximum before July 1 at the current hourly rate. Officers with compensatory time in excess of 60 hours on July 1, 1994 will be allowed to carry those hours into subsequent contract years, but will not be able to accrue any additional hours as of July 1, 1994. However, if hours are discharged and fall to 60 hours or less, they will be allowed to accumulate compensatory hours as provided for previously in this section 8.3 (d) for officers who reached maximum 60 hours compensatory time beginning July 1, 1994.

(e) Police officers called in and reporting for duty, outside their regularly scheduled shift hours, which duty involves services for said private non-municipal sponsored gainful event, affair, or enterprise, shall not be obligated to so report unless the sponsoring non-municipal person or organization shall have first entered into a written commitment to compensate each recalled police officer in cash at the prevailing rate of hourly pay as established by the IBPO Local 404 for each hour worked.

(f) The City, in issuing any permits for any private non-municipal event which requires an off-duty police officer, shall, prior to issuance of said permit, request the written

commitment provided for in Section (e) above. The foregoing shall not impose any liability or obligation upon the City of Woonsocket for said compensation.

(g) A probationary police officer must have graduated from the Rhode Island Municipal Police Academy before being mandatorily held over for duty outside his/her regularly assigned hours.

8.4 The right to substitute within a platoon or bureau at any time shall be permitted, provided, however, that prior permission be obtained from the Chief of the Department. In the event that the Chief of Police is unable to be contacted, then said approval may be obtained from the or Officer in Charge, provided that they submit a written report to the Chief. The intent of substitution shall be to attend degree programs, educational seminars, training programs, vacations, or short-term personal exchanges.

8.5 In the event an officer is summoned as ordered to, and does appear, prepared to testify in a court action, or as a witness before any judicial or other legally authorized body, and if said case or other hearing is passed or postponed after the officer has appeared at the court or site of the hearing, said officer shall be relieved of the necessity of remaining and may leave the court or other location without penalty, provided that he/she shall be required to telephone or call in at the station to see if he/she is needed, in any case where he/she has been in Court or as a witness before any judicial or other legally authorized body less than one hour when his/her case is postponed or continued.

SECTION IX: VACATIONS

9.1 All permanent members of the Police Department occupying full time positions, and who have six (6) months or more seniority as of January 1, of the applicable year, shall receive a vacation with pay computed as follows:

SENIORITY	VACATION
6 months up to 1 year	11 working days
1 year up to completion of 4th year	17 working days
*5th year	18 working days
*6th year	19 working days
*7th year	20 working days
*8th year	21 working days

* These days are to be received on the anniversary date

Beginning of 10 th year up to completion of 14 th year	25 working days
Beginning of 15 th year up to completion of 19 th year	26 working days
Beginning of 20 th year and up	30 working days

9.2 The distribution of vacation pay shall be on or before the start of the employee's vacation.

9.3 An employee's total seniority with the City as of his/her anniversary date in the applicable year shall be used as basis for computing the length of vacation under the provisions of subsection (1) herein.

9.4 In case an employee dies leaving accrued vacation pay not yet paid to him/her, the City shall pay the amount of such accrued vacation pay to the executor or administrator of his/her estate, or to his/her next of kin upon being indemnified by such next of kin to the satisfaction of the City.

9.5 Vacation schedules shall be established by the appointing authority, and once established, notices setting of such vacation periods shall be posted by the City on or before February 1 in the applicable year. Any request for an exception to the specified vacation period shall be made to the Chief or his/her departmental director at least two (2) weeks prior to the start of the vacation time requested.

9.6 Should a question arise between employees as to when their vacation will be taken, the employee with seniority shall have reference, except as provided in this section.

9.7 No employee shall be allowed to take more than two (2) consecutive weeks of vacation without prior approval of the Police Chief.

9.8 All employees will be allowed to accrue a maximum of seven (7) days vacation from a previous year's vacation time to a current year's vacation. The total amount of vacation days shall not exceed his/her yearly allowance plus seven days. Any days in excess of seven must be taken during the calendar year in which they are due and no employee of the Department shall suffer any loss of vacation by reason of having been required to perform duties which shall not permit said employee to take full vacation in any one year; in such event, such remaining vacation entitlement shall be allowed to accrue and be added to the next year. This shall also apply when an employee is on injury status and cannot discharge vacations during that time. Said employee of this department on injury status shall have the option of carrying over a maximum of seven (7) days to the next year's vacation allotment and be paid for the balance of his/her unused vacation days because of injury, or receive payment for all his/her unused vacation days at the end of the year.

9.9 Choice of vacation for all employees within the Police Department shall be determined by departmental rank and seniority within platoons and bureaus.

9.10 Employees who have an illness or injury which is disabling, while on vacation or just prior to vacation, may use their sick time for the remainder of the illness and have their vacation time adjusted, provided that proper notice is given and a doctor's certificate is presented.

9.11 For any given vacation period two police officers and one supervising officer shall be allowed to take vacations. If the two police officers discharging vacation, are from separate groups, then a third police officer, (provided he/she is from the third, or missing group) will be allowed to discharge his/her vacation time during the same vacation period. If after the posting of the vacation schedule, any officer becomes eligible to transfer assignment, said transfer shall not become effective until after scheduled vacation by that officer is taken, unless said officer expressly agrees to the transfer in which case said officer's vacation schedule is subject to change according to the above provisions.

SECTION X: HOLIDAYS

10.1 Employees of the Police Department shall receive, as additional compensation, an average day's pay for each of the following holidays and such additional compensation shall be paid during the week in which such holidays occur. Said average day's pay shall be computed by dividing the individual weekly wage by thirty seven and one-half (37 1/2) and then multiplying that amount by eight (8):

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
EASTER SUNDAY
MEMORIAL DAY
RHODE ISLAND INDEPENDENCE DAY
FOURTH OF JULY
V J DAY
LABOR DAY
COLUMBUS DAY
ARMISTICE DAY
THANKSGIVING DAY
CHRISTMAS DAY

10.2 When an employee of the Police Department assigned to a specific group is scheduled for a day off on anyone of the holidays set forth in 10.1, but must work in order to meet operational standards, such employee shall receive time and one-half for each hour so worked and such compensatory time shall total not less than three hours.

10.3 If a holiday falls within an employee's vacation period, the employee shall receive his/her holiday pay in addition to his/her vacation pay as herein provided.

10.4 In the event a holiday, as provided in 10.1 herein, falls on a Saturday, the Friday preceding the holiday shall be observed as the holiday and in the event the holiday falls on a Sunday, (except Easter), the Monday following the holiday shall be observed as the holiday. If a legal holiday is observed on a day other than the official day, the day the holiday is observed shall be considered the day off. This section shall apply to 5 days on, 2 days off personnel only, such as, s, Detective Captain, Traffic Division captain, Training Officer, etc.

10.5 When an employee works any holiday in a higher class or position said employee shall receive holiday pay which is commensurate with the higher class or position for that holiday.

SECTION XI: CLOTHING ALLOWANCE

11.1 The clothing allowance for active members of the police department shall be as follows:

Three (3) s and all sworn members of the police department not assigned to the uniform division shall be given a clothing allowance at the rate of Six Hundred Seventy-Five (\$675.00) Dollars per annum payable in two (2) equal installments on June 1 and December 1 of each year. The City shall reimburse any policeman, or police woman for loss or damage of clothing suffered in the performance of duty. The City shall continue its current policy of providing uniformed personnel with uniforms, clothing and equipment. The parties understand that it is the current practice to furnish:

(a) 5 long-sleeved and 5 short-sleeved shirts as needed; (b) 1 summer and 1 winter hat as needed; (c) 2 pair winter and 2 pair summer trousers as needed; (d) 2 pair of police shoes as needed; (e) 1 dress blouse as needed; (f) 1 Gortex™ jacket as needed; (g) 1 winter top coat as needed;

(h) 3 snap-on neckties as needed;

(i) All other following items shall be furnished as needed: revolver, ammunition, holster, belt, handcuffs, cuff case, 12 round bullet case, flashlight and batteries, winter gloves;

(j) 6 pair of black socks annually as needed;

(k) 1 pair rubbers and 1 pair boots, 1 raincoat and rain cap annually as needed;

(l) 1 Gortex™ sweater as needed;

(m) 2 badges.

Probationary employees must provide their own equipment initially. After Probationary period is completed, the City shall reimburse the full amount to said employee. To assure that these items are available during the month of July, the following procedure is to be followed:

May 1 - officers are given clothing request forms;

Forms are to be returned to clothing officer;

May 15

June 1 - Bids are out for the necessary items;

June 30

Bids are completed;

July 31 - Clothing is made available on or before this date.

11.2 Members of the IBPO Local 404 who are full time police officers have the option of owning a high powered flashlight (i.e., Streamlight, Mag Light, etc.). If an officer chooses to own a high powered flashlight, he/she will be responsible for the purchase of his/her first high powered flashlight. The City will replace the officer's high powered flashlight and/or flashlight parts (i.e., bulb, battery, charger, etc.) as needed, if not functioning properly. Police officers who own high powered flashlights as of the date of this Agreement will be considered to have fulfilled the first purchase requirement referred to above.

11.3 Members of the IBPO Local No. 404 who are full time police officers have the option of owning a bullet proof vest (body armor). If an officer chooses to own a bullet proof vest (body armor) , the officer will notify the training officer and the officer will be responsible for the purchase of his/her first bullet proof vest (body armor). The City agrees to replace the officer's bullet proof vest (body armor) as needed when the useful life has expired as determined by standards set by the manufacturer of the vest or the vest is deemed unsafe by the manufacturer's standards. Police officers who own bullet proof vests (body armor) on the date of this Agreement will be considered to have fulfilled the "first purchase requirement" described above.

11.4 All active members of the Woonsocket Police Department including detectives, shall be given a uniform cleaning allowance as follows, payable on or before June 1 of each year.

Commencing July 1, 1999, five-hundred (\$500.00) dollars per annum.

Commencing July 1, 2000, five-hundred seventy-five (\$575.00) dollars per annum.

Commencing July 1, 2001, six-hundred fifty (\$650.00) dollars per annum.

SECTION XII: SICK LEAVE

12.1 (a) Each member of the Police Department covered by this Agreement shall earn sick leave at the rate of one and one quarter (1 ¼) working days for each full calendar month of service, provided however, that such benefit shall not accrue in excess of one hundred eighty (180) working days. Effective July 1, 2001, the rate shall increase to one and one half (1½) working days.

This section shall be in conformity with the Personnel Ordinance of the City of Woonsocket, Chapter 1865, and any amendments thereto.

12.1 (b) In any case where an employee has accumulated his/her maximum sick leave entitlement under paragraph 12. 1 (a) above, said employee shall, at the end of each contract year, be entitled to payment for any unused days of sick leave at the rate of one-hundred percent (100%) per day for each day he/she has accumulated above said maximum rate. Payment for said days of unused sick leave shall be at the employee's daily rate of pay [section 8.1 (a)] and shall be payable within thirty days of the last day of the contract year. Any member of the Police Department who is not entitled to sick time reimbursement and who has not discharged any sick time or has not been on injury status for more than thirty (30) days during the period from July 1 to December 31 in any year, said police officer shall be entitled to a bonus of One Hundred (\$100) Dollars, payable on or before January 30. Similarly, if any police officer has not discharged any sick time or has not been on injury status for more than thirty (30) days during the period from January 1 to June 30 in any year, said police officer shall be entitled to a bonus of One Hundred (\$100) Dollars, Payable on or before July 30.

12.2 Injury Leave

Employees covered by this Agreement who are incapacitated by an injury or illness suffered as a direct result of their duties for the City shall receive benefits pursuant to this Section and in conformity with the provisions of 45-19-1 of the General Laws of the State of

Rhode Island. Benefits that an officer injured in the line of duty shall be eligible for include salary for the period of incapacity and the payment of all medical and hospital bills and, in addition, shall include all contractual benefits. Any and all police officers returning to light duty shall return to light duty consistent with Article 12.4. Upon return to full duty, the officer shall return to his/her regular shift on the regular work schedule.

A. Medical Care for Injuries

Medical care for those injured or who contract illness in the line of duty shall be as follows:

1. Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made, where practical, by the nearest relative or household member. The physician so selected shall be considered the injured member's private physician.
2. In all other cases involving injuries in the line of duty that do not require hospitalization, the injured individual shall have the right to be treated by a physician of his/her own choice.
3. All injuries, illnesses and recurrences, regardless of nature or severity, incurred in the line of duty, shall be reported in accordance with the rules and regulations of the Woonsocket Police Department.
4. If an employee has suffered an initial or service connected injury or illness, the employee shall be entitled to be examined by a physician of his/her choice as noted above. In order for any police personnel to be initially carried IOD, they must seek medical attention for their injury within a reasonable period not to exceed thirty-six (36) hours following the injury and shall submit a statement/report from the hospital or treating physician to their commanding officer. This statement/report must indicate a diagnosis and whether or not the individual is able to remain on duty or is to be released of duty, and if relieved of duty, the length of time for which the individual is so relieved. Doctor's notes/reports that simply state that a police officer will be out of work for a period of time and do not also provide a diagnosis, will not be accepted. Until an updated note/report is received, the police officer will not be carried on IOD status and will be placed on sick leave or leave without pay if the officer has no available sick time. A hospital or treating physician's note which relieves an individual for a specific period of time (i.e. two days) is valid only for that period, even if that period constitutes the individual's days off.

At the conclusion of the specified period of initial excused absence, the individual is expected to resume regularly scheduled duties. If the individual intends to remain IOD beyond the initial period, an additional statement from a medical doctor is required in order for the individual to remain on IOD status. In the event the individual remains out of work beyond the initial period without submitting another medical note substantiating the reason for continued absence, the individual shall be taken off of IOD status and will be carried on sick leave or leave without pay if the officer has no available sick time. In the event the additional medical documentation

is received within ten (10) calendar days of the individual's last day of medically caused absence, and it supports the individual's IOD claim, and meets all of the other criteria necessary to warrant placement on IOD status, all Department records shall be amended to note that the individual was IOD and not on sick leave or leave without pay. If, however, the additional supporting documentation is not received within ten (10) calendar days of the individual's last day of medically excused absence, then the individual shall not be reimbursed for any time. Once the additional medical documentation is received substantiating the individual's IOD claim, the individual will be carried on IOD status from the date the Department actually receives such additional medical documentation that substantiates the officer's IOD claim.

It shall be the responsibility of the injured individuals to notify the treating medical personnel that documentation concerning the injury address the following matters: Diagnosis; whether or not it is a job-related injury; prognosis; notes on the individual's rehabilitation; what, if any, assignments can be safely performed by the individual; whether the individual is able to perform light duty or restricted work activities; and length of time before the individual can return to unrestricted police activities.

5. If the employee's physician determines that the employee is suffering from a work related injury, the City may require the member to be examined by a physician selected by the City. If the opinion of the employee's private physician is in conflict with the City's physician as to whether or not the employee is suffering from a work related injury, then a third physician, selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member, shall be appointed as the neutral physician. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians. The results of the examination by the neutral/third physician as selected under this Section shall be conclusive on the parties, provided, however, that the City or the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration shall be governed by the arbitration provisions as set forth in this Agreement.
6. When an employer has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him/her for the original injury at the City's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death, or from any other circumstances, the employee shall have the right to engage a specialist of his/her own choice. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Article, provided, however, in order for an officer to be carried IOD on a claimed recurrence of a prior injury, the officer must follow all of the procedures set forth in Section 4 of this Article regarding the submission and

content of medical statements/reports for as long as the officer claims a recurrence of a prior IOD injury. Further, the City shall have the right to have said employee examined by a physician selected by the City as to whether or not said employee is actually suffering from a recurrence of the injury. If the opinion of the employee's private physician is in conflict with the City's physician as to whether or not the employee's condition is a recurrence of the previous in the line of duty injury, then a third physician, selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member, shall be appointed as a neutral physician. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians. The results of the examination by the neutral/third physician as selected under this Section shall be conclusive on the parties, provided, however, that the City or the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration shall be governed by the arbitration provisions as set forth in this Agreement.

7. City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of the member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member. Failure of the member to pay the fee may result in the officer being removed from IOD status.
8. After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the neutral physician, no more than one (1) time every thirty (30) calendar days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.
9. The member shall continue to be carried on an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment with the City physician or the neutral physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under this Section until such time as the member is examined by the appropriate physician (either City or neutral).

12.3 Subrogation

Whenever an injury or sickness, for which benefits are paid either under Section 12.2, 12.4 or 12.8 of the Collective Bargaining Agreement or under the provisions of R.I.G.L. 45-19-1 et seq., is caused under circumstances creating a legal liability in some other person or entity other than the City of Woonsocket to pay damages in respect thereof, the City shall be subrogated to the rights of the member of the bargaining unit to recover damages from said third party to the extent of its payments made hereunder subject to the concept of comparative negligence and to the extent authorized by R.I.G.L. 45-19-1.1. The employee will be responsible to notify the City of the filing of any claim and any award or recovery received from any such claim.

12.4 Light Duty

(A) When a patrol officer or superior officer has been certified by the employee's physician or the City's physician as capable of performing light duties as a result of an injury or illness on or off the job, the City, consistent with its needs and its best interest, shall assign such patrol officer or superior officers for light duty in the Department. Such assignment shall be for such a period of time as to be determined by the Chief of Police but not to exceed one year unless approved by the Public Safety Director. The assignment to such light duty shall be on a "first out - first in basis" as available. Light duty assignments shall consist of functions assisting the Department in a light duty capacity, as determined by the Chief. Normally, light duty assignments shall be in the same shift as the member served in prior to the injury. In the event the employee's physician and the City's physician disagree as to the employee's medical capability to perform light duties, a third physician agreed to by the Union and the City shall examine the member and the physician's findings shall prevail. If no agreement can be reached, the impartial physician will be selected through a "check off selection process" in contested cases. The Union and the City will each contribute three (3) names to establish a six-member panel. Each party will then strike two (2) names from the list of six. The impartial physician will be selected from the remaining two names by lottery. The physician selection process shall be completed within ten (10) calendar days from when the City notifies the Union. The impartial physician's fee shall be paid by the City.

(B) There shall be three (3) light duty positions within the Woonsocket Police Department. Preference shall be given to the officer who has suffered an injury in the line of duty. Seniority shall prevail as to shift preference.

12.5 During the month of January of each year, the City of Woonsocket shall notify, in writing, each member of the police department of their present status regarding sick leave, compensatory time, and vacation. The information referred to above shall be furnished to an officer at any time upon request. The Chief of Police may require a physician's certificate that a police officer is too ill or injured to perform his/her regular duties.

In any event, such Physician's certificate shall be mandatory after three (3) consecutive days of absence due to illness, injury, or any recurrence thereof.

12.6 In case an employee dies or retires, leaving unused sick leave, the city shall pay the amount of such sick leave at the rate of eighty-five (85%) percent to the executor or administrator of his/her estate, or to the next of kin, to the satisfaction of the City. In case of retirement of any employee, said amount shall be paid to the employee. Said amount due shall

be paid in two installments. The first payment shall be fifty percent (50%) of the total amount due and shall be paid upon retirement. The second payment shall be the remainder of the total amount due and shall be paid one year after the date of retirement, without interest.

12.7 The following leave shall be granted to all employees of the Woonsocket Police Department, but shall not be deducted from sick leave:

1) In case of the death of a father, mother, wife, or child of an employee, such employee shall be entitled to a leave of absence, with pay, from the time of notification of the death to, and including, the day following the burial of the deceased, not to exceed five (5) working days.

2) In case of the death of a mother-in-law, father-in-law, brother, or sister of an employee, such employee shall be entitled to a leave of absence, with pay, from time of notification of death to and including the day of the burial, not to exceed five (5) working days.

3) In case of the death of a grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, such employee shall be entitled to a leave of absence, with pay, covering the day before the funeral and the day of the funeral.

4) In case of the death of a nephew, niece, uncle or aunt, such employee shall be entitled to a leave of absence, with pay, for the day of the burial.

5) In case of the death of a relative other than as herein before provided, such leave of absence, with pay, shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of the Department.

6) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

12.8 In addition, in the event a member of the Police Department is exposed to contagious diseases or influenza in the line-of-duty, the City of Woonsocket shall upon recommendation of the officer's physician, pay all expenses for the inoculation, immunization, or treatment of the officer and/or all family members residing in the officer's household.

12.9 Personnel who are injured on duty will be required to provide the Chief of Police with a report from the officer's treating physician/health care provider at 30 day intervals during the period of absence from duty.

Exempt from this requirement are personnel who are hospitalized. However, following discharge from said hospital or other health care facility, the injured officer will be required to submit medical reports from the officer's treating physician/health care provider at 30 day intervals from the date of discharge.

SECTION XIII: DISABILITY PENSION

13.1 Employees retired on disability pension:

a) When an employee, covered by this Agreement, has been placed on the disability pension list for injuries or illness suffered or contracted in the line of duty, the Director of

Public Safety reserves the right to have said retired employee examined, from time to time, by the City's physician.

b) If, in the opinion of the City physician, said retired employee is found to be physically fit to resume his/her duties as an active member, he/she may be ordered to do so by the Director of Public Safety.

c) Refusal to resume duties shall be cause for removal from disability retirement and pension list.

d) The retired employee shall be entitled to be examined by a doctor or physician of his/her choice.

e) If the opinion of the employee's private physician is in conflict with that of the city physician, then a third physician, mutually agreeable to the city physician and the employee's private physician, shall examine said retired employee and the opinion of the physician so selected, shall be conclusive and binding on the parties.

13.2 STATE PENSION SYSTEM

All new appointees to the Police Department, after July 1, 1980, as a condition of employment, shall be required to join the State Firemen & Policemen Retirement System under Title 45, Chapter 21.2 of the General Laws of Rhode Island, 1956, 1970 Reenactment, as amended, (entitled "Optional Retirement for Policemen & Firemen") which provides in part for an actuarially-financed retirement system for any regular or permanent police officer, under the management, direction, and administration of the State Retirement Board created by Chapter 8 Title 35 of said General Laws, in lieu of state mandated Pension Plan for Woonsocket Policemen.

This funded retirement system would extend benefits to police officers who become superannuated or otherwise incapacitated for service, and to assist said employees in accumulating reserves for themselves and their dependents to adequately meet the conditions incident to old age, death, disability and termination of service.

The provisions of Chapter 2246 Public Laws of 1935 shall not apply to all employees of the Woonsocket Police Department appointed after July 1, 1980.

Effective June 30, 1991, the City of Woonsocket shall provide for a twenty (20) year retirement benefit under the state pension retirement system. In order to comply with the provision of an arbitration award dated, October 1, 1990, the City of Woonsocket is directed to notify the Rhode Island State Retirement Board within sixty (60) days of this decision to reduce the number of years required from twenty-five (25) years to twenty (20) years for service time.

CITY PENSION SYSTEM IS CHANGED AS FOLLOWS

Effective June 30, 1991, all police officers employed prior to July 1, 1980, who accrue or have accrued 20 years or more of service may retire at sixty percent (60%) of base salary at the time of retirement.

In addition thereto any police officer who retires after June 30, 1991, shall receive 2% of base salary at time of retirement for each year of service in excess of 20 years of service to a maximum pension of seventy (70) percent of base salary.

ESCALATOR SCHEDULE

Anyone retiring in 1990 or thereafter, receives an escalator of 3% in the fiscal year (July 1) immediately subsequent to the year of retirement.

The escalator provisions shall also apply to any police officer retiring after July 1, 1985, due to disability pension. The maximum amount of retirement benefit shall not exceed 70% of base salary at the time of retirement, exclusive of the escalation provisions.

Presently, police officers contribution rate is 3% of base pay; the City retains the right to continue to receive these funds and administer same on behalf of the police officer; commencing July 1, 1985, the rate of contribution of Police officers shall increase by 1%; these funds shall be administered by the aforesaid City and placed into a custodial account entitled "POLICE PENSION FUND". An accurate record of all funds contributed into this account shall be kept by the City.

After July 1, 1986 contributions of the Police officers shall increase by an additional 1%; these additional funds shall also be placed into the "POLICE PENSION FUND" account.

After July 1, 1987, contributions of the police officers shall increase by an additional 2% (maximum total 7%); these funds shall also be placed in the "POLICE PENSION FUND".

The percentage rate of contribution by the police officers shall be based upon the base rate of pay of the police officers affected. The maximum contribution by police officers to the "POLICE PENSION FUND" shall not exceed 7% of the base pay.

The "POLICE PENSION FUND" for police officers employed prior to July 1, 1980, shall be administered by the City of Woonsocket and the City shall make any additional appropriations and/or provide any additional funding necessary so as to guarantee the payment of pension benefits according to the provisions provided herein.

On or before the 1st of March each calendar year, the City of Woonsocket through the Personnel Director shall give written notice to each police officer employed prior to July 1, 1980, an account of his or her contribution to the "POLICE PENSION FUND" for the prior year and a year to date total amount of his or her contributions to the "POLICE PENSION FUND" beginning from July 1, 1985 and/or earlier.

Effective July 1, 1986, or anytime prior thereto, the City of Woonsocket shall investigate and cause the State Pension Fund Officials to determine the actual cost of obtaining an escalator clause for police officers under the State Fireman and Police Pension Plan. Effective July 1, 1987, the City shall institute those conditions according to the guidelines of the State Pension Fund.

13.2 (a) Except for police officers who are members of the State Retirement System under Section 45-21.2-17, General Laws of Rhode Island, 1956, and police officers described in Section 4521.3-2, General Laws of Rhode Island, 1956, any police officer who dies in the line of duty, regardless of his/her age or length of service, that officer's estate shall be entitled to the following benefit: a benefit equal to 50 ~ % of his/her salary would be Payable to:

(a) his/her widow(er), to continue during widowhood together with an amount equal to 10% of compensation for each minor child until age 18 subject to a maximum family benefit of 66 2/3 % of salary; or

(b) if there be no widow(er), or if the widow(er) dies or remarries and any minor children under age 13 survive the member, to such children a benefit of 15% of salary for each minor subject to a total maximum benefit to a family of 50% of salary.

13.2 (b) Upon the death of a police officer occurring while a member of the Police Department as a result of a non-occupational occurrence, his or her spouse shall be paid a benefit to continue during widowhood, equal to 30% of salary plus an additional 10% for each minor child until the age of 18 years subject to a maximum benefit of 50% of salary. If no spouse is surviving, or the spouse remarries or dies, then this benefit shall be paid to the minor children until the age of 18 years, at the rate of 15% for each child subject to a maximum of 50% salary. This benefit shall also be payable after retirement.

MILITARY SERVICE BUY-BACK

13.2 (c) Buy Back Of Military Service for Police Officers:

Active service in the armed forces of the United States will be credited for up to a maximum of four (4) years as time spent in the City pension system if:

1. The officer was a member of the police department and left on official leave and returned to employment within six months after discharge.

2. The officer became a member of the police department subsequent to your military service and elects to purchase credits at a cost of seven (7%) percent of the officer's entrance pay at the time of appointment to the department. [(entrance rate x 7%) x (number of weeks of military service not to exceed two hundred and eight (208) weeks)]

An officer must have at least six (6) months active service and may purchase up to a maximum of four (4) years active service.

13.3 The training officer shall inspect the service weapon of any employee who is retiring to determine its future serviceability and in the event that the training officer determines that it should be replaced, the City shall afford the retiring employee the opportunity to purchase the service weapon at a price equivalent to the trade-in value, so-called, of the service weapon as determined by the dealer from whom the City shall purchase a replacement weapon.

13.4 Effective July 1, 1991, any police officer presently employed by the Woonsocket Police Department who became employed prior to July 1, 1980, who voluntarily terminates employment with the City of Woonsocket prior to obtaining twenty (20) years of service, shall be entitled to payment, without interest, all of the employee's contributions to the "Police Pension Fund". Said payment shall be in three equal annual installments, the first being within thirty (30) days of termination. Any officer charged with a felony who is subsequently convicted of that felony or pleads nolo or guilty to a misdemeanor arising from the same set of facts as a result of a plea bargaining agreement shall not be entitled to this payment. Any officer who terminates employment and is subsequently charged with a felony and is subsequently convicted of that felony or pleads nolo or guilty of a misdemeanor arising from

the same set of facts as a result of a plea bargaining agreement for actions occurring prior to his/her termination shall forfeit any rights to any payments not yet made, unless the officer is acquitted of those charges.

SECTION XIV: GRIEVANCE PROCEDURE

14.1 Definitions:

(a) For the purposes of this Agreement, the term "grievance" shall mean a claim based upon an event or condition which affects the welfare and/or conditions of employment of a police officer or a group of officers and/or the interpretation, meaning or application of any of the provisions of this Agreement, to include alleged violations thereof, or of any rule or regulation governing the Police Department.

(b) An "aggrieved person" is any officer or group of officers making a claim under this Article.

(c) A "party in interest" is an aggrieved officer, any officer who might be required to take action, or against whom action might be taken in order to resolve the claim and the President of the IBPO Local No. 404 or his/her designee.

14.2 Purpose:

(a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time arise, affecting the welfare or working conditions of persons subject to this contract. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(b) since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

(c) Grievances hereunder shall be commenced within thirty (30) days after the officer knew or should have known of the act or condition upon which the grievance is based.

14.3 PROCEDURE

LEVEL I:

An officer with a grievance and the President of the IBPO Local No. 404 or his/her designee will first meet and discuss it with the Deputy Chief of Police with the objective of resolving the matter informally. All grievances to be discussed with the Deputy Chief of Police shall be in writing. The Deputy Chief of Police shall render a written decision within ten (10) days of the meeting date.

LEVEL II:

If an officer is aggrieved by the Deputy Chief's decision or if no decision has been rendered by the Deputy Chief within ten (10) days after a meeting with the Deputy Chief, the grievant may appeal the decision to Level II and submit the grievance in writing to the Chief

of Police. The Chief shall hear the appeal and shall render a written decision within ten (10) days of notification thereof.

LEVEL III:

If the aggrieved person is not satisfied with the disposition at Level II or if no decision has been rendered within ten (10) days as stated in Level II, he/she may appeal the decision to Level III and submit the grievance in writing to the Personnel Board. The Personnel Board shall hear the appeal and shall render a written decision within thirty (30) days of notification thereof, unless the IBPO Local 404 and the Board agree on an extension of the time limits.

LEVEL IV:

If the aggrieved person is not satisfied with the disposition at Level III or if no decision has been rendered within thirty (30) days as stated in Level III, he/she may:

- (a) Pursue such method of review as may be established by law, or regulation, or:
- (b) Demand that the grievance be submitted to arbitration. If the aggrieved person(s) elects arbitration, the following procedure will follow:

- 1) The grieving party shall, after notifying the City, refer the issue to the American Arbitration Association.

- 2) The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

- 3) The decision of the arbitrator, if made in accordance with the jurisdiction and authority under the Agreement, will be accepted by the parties to the dispute as final and binding. The arbitrator will be bound by the voluntary labor arbitration rules of the American Arbitration Association.

- 4) Fees and necessary expenses of the arbitration (said fees and necessary expenses to include filing fees, witness fees, arbitrator fees, etc...) shall be borne by the losing party.

14.4 Miscellaneous:

- (a) If a grievance is not filed in writing within thirty (30) days after the aggrieved officer knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed to be waived.

- (b) Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, including and in addition to a representative of IBPO Local 404.

- (c) In addition to the foregoing procedure, IBPO Local 404 shall have the right to present a grievance on behalf of any employee covered by this Agreement, on its own behalf for any of the grounds set forth in 14. 1 (a) hereinbefore set forth. In any case where a grievance is brought by IBPO Local 404, it shall be presented in writing to the Deputy Chief of Police and Chief of Police as described in Level I above, with the exception that the Deputy Chief and Chief shall meet with the President and Grievance Committee of IBPO Local 404 to discuss the grievance. Thereafter, the remainder of the grievance procedure shall apply.

(d) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and the filing and processing of any grievance shall not be used for any purpose in evaluation, promotion, retention or recommendation of police officers.

(e) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Chief of Police or his/her designee and IBPO Local 404 and will be reproduced and given appropriate distribution by the Chief of Police or his/her designee so as to facilitate operation of the grievance procedure.

(f) The Police Department and/or the City of Woonsocket agrees to make available to any grievant and or his/her representatives all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.

SECTION XV: LEGAL SERVICES

15.1 The City of Woonsocket shall provide defense counsel for any police officer of the City of Woonsocket whenever such officer shall be sued for damages arising out of the discharge in good faith, of his or her public duties.

15.2 The City of Woonsocket shall indemnify and save harmless any police officer of the City of Woonsocket for loss and expense arising out of any claim, demand or judgment by reason of negligence, defamation, or other act resulting in injury to a person or damage to reputation or a business or commercial interest, or damage to or destruction of property, and for loss and expense arising out of any claim, demand, suit or judgment by reason of any act or omission by a Police officer constituting a violation of the civil rights of any person under federal law if such act or omission was not committed with malice, provided, that the indemnified person at the time of the accident or claim resulting in injury, damage or destruction, at the time of the act or omission constituting a violation of civil rights was acting in good faith and within the scope of his/her authority or employment, as determined by special findings of a jury in the civil rights action, in any, and/or State Court action, if any, and provided, further, that where timely notice of the summons or suit is not given to the City Council by; the police officer such indemnification shall be provided only at the discretion of the City. This provision shall not apply to any civil proceeding by the City against any police officer or any police officer engaged in actual fraud, actual malice, corruption or actions outside the scope of his/her employment (as determined by special findings of a jury in the civil rights action, if any," and/or State Court action, if any) or finding of violation of rules or regulations of the Police Department.

SECTION XVI: PRIVATE DETAIL

16.1 Any employee who may be injured while on a private detail shall be entitled to the same right, privileges, and benefits as if he/she were injured while performing his/her duties for the City of Woonsocket and shall be subject to all rules and regulations of the Woonsocket

Police Department. The City of Woonsocket will be subrogated to the right to recover for its expenses.

16.2. Any officer who retires from the Woonsocket Police Department shall be eligible to work details as per the by-laws of IBPO Local 404. This shall exclude all officers who have been issued a disability pension. The retired officer will be required to sign a waiver releasing the City of Woonsocket and the IBPO Local 404 from any liability due to injury that may be suffered by said retired officer.

SECTION XVII: LIFE INSURANCE

17.1 All active permanent members of the police department covered by this Agreement shall receive fully paid group term life insurance in the amount of fifty thousand dollars (\$50,000.00); the premium for which shall be paid by the City. The employee shall have the right, upon retirement and until he/she reaches age sixty-five (65), to maintain at his/her own expense said policy at the rate currently paid by the City for said insurance coverage, subject to the insurance company's consent. At age sixty five (65), he/she shall have the right to maintain at his/her own expense fifty (50%) percent of said policy at the rate currently paid by the City for said insurance coverage until he/she attains the age of seventy (70), subject to the insurance company's consent. Said insurance policy shall not be available to any police officer after the age of seventy (70). It is agreed that the life insurance provided in this section is in lieu of any life insurance which might be in a future pension plan to be negotiated by the parties.

17.2 The City of Woonsocket agrees to defray the funeral and burial expenses of a police officer up to a maximum of Five Thousand (\$5,000.00) Dollars who, while in the actual performance of his/her duties as a police officer, is killed or whose death directly results from injuries sustained in the actual performance of his/her duties, provided, however, that the death shall occur within one (1) year of the date of injury, except when the death can be specifically attributed to injuries incurred in the performance of his/her duties, and provided further, that the employee shall not have been engaged in employment, for pay, within said one year period.

17.3 Upon retirement, the City agrees to defray the funeral and burial expenses of any retired police officer up to a maximum of One Thousand (\$1,000.00) Dollars, for only those members retiring after July 1, 1983.

17.4 Police Officers of the Woonsocket Police Department shall be provided lockers in the station building which they may secure with their own security devices.

SECTION XVIII: POLITICAL EDUCATION FUND

Upon the demand of the IBPO Local 404 and within forty-five (45) day notice in writing to the City, the City shall deduct from the salary of each employee covered by the terms of this Agreement a sum not to exceed fifty cents (\$.50) per week for a political education fund and transmit the amount to the IBPO Local 404.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the employee's salary; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

Any employee who objects to said political education fund fee may terminate his/her deduction by notifying his/her payroll clerk and the IBPO Local 404 on a form provided by the Union.

SECTION XIX: PARITY CLAUSE

The City agrees that, to the extent permitted by law, it shall not enter any agreement with any organization representing the employees of the City which tie the salaries or conditions in such contracts to the salaries or working conditions of its police officers.

The City of Woonsocket has requested the discretion to replace the three (3) current members of the "Special-Squad" under the one hundred and fifty (150) day special assignment with three permanent positions for the express purpose of continuity of undercover drug investigations, including possible assignment to D.E.A. or other state or Federal government agencies. The IBPO Local No. 404 agrees with the intent of this request and agrees that the City shall have the discretion to assign up to three (3) police officers with the rank of patrolman to this squad provided that:

1. The seniority provisions of the Collective Bargaining Agreement shall prevail in assigning these police officers; and

2. Any further permanent assignments to this squad, other than those stated above, shall constitute a vacancy within the department.

3. The shift openings created by the initial filling of these positions shall be distributed on an equal basis among the shifts and shall not be construed as a requirement to staff each shift with a minimum number of officers.

For Example:

If all three positions are filled by day shift officers, then two positions of the day shift must be filled. If those two positions are filled by two night shift officers, then one of the positions of the night shift must be filled by an officer from the morning shift. If the two positions are filled by two officers of the morning shift, then one of the positions of the morning shift must be filled by an officer from the night shift.

4. Placement of the police officers electing to join the squad shall not constitute a vacancy according to the terms of the Collective Bargaining Agreement except as to the conditions stated in #(3) above.

5. The posting of these three (3) positions is intended to maintain the current manpower level of the "Special Squad" while eliminating the one hundred and fifty (150) day special assignment limitations.

The terms of this Memorandum shall be co-terminus with the terms of the Collective Bargaining Agreement and this memorandum shall remain in force after the expiration date if negotiations between the City of Woonsocket and the IBPO Local 404 have not resulted in a new agreement, until such time as a new agreement has been reached.

TAC-SQUAD: The Chief of Police shall have the authority to create a unit within the Police Department known as the Tac-Squad. If the Chief creates this unit it will become a permanent assignment and shall be considered a specialized unit and shall be subject to Section 2.5 of the Collective Bargaining Agreement. The unit will consist of four patrol officers, to be selected in conformity with seniority rights and all other applicable sections of the Collective Bargaining Agreement with regard to selections to permanent assignments. The unit members will work a four and two schedule in accordance with the Uniform Platoon. Two officers will be assigned to one group and two officers will be assigned to a second group. The primary hours of the unit will be 1900-0300 hours. The Chief shall have the authority to adjust the hours to combat problem areas within the City. A forty-eight (48) hour notice to the members of the unit will be mandatory prior to any schedule change unless waived by the unit members and or the IBPO President. Members of the unit shall fall under the command of the Officer In Charge of the duty platoon and the Uniform Division Commander. Officers assigned to the unit will not be taken from their assignments to fill openings in the working platoons (station duties, beat patrol, desk duties or dispatch duties). Members of the unit will be compensated in accordance with Section III, Salaries, Subsection 3.1 (c) and (d) and any other sections dealing with the normal salaries and benefits for full time sworn officers. All members of the unit will be offered the opportunity to obtain a motorcycle license so that they may be utilized for this unit. No officer will be required to obtain such motorcycle license. The members of the Tac-Squad will not be counted towards the normal manning of the shifts.

TRANSFER TO SPECIALIZED UNIT(S): Any officer who voluntarily transfers into one of the Department's specialized units, i.e. Vice Unit, BCI, Juvenile, Traffic, Computer System Manager, Tac-Squad or any other unit or job, specifically deemed and identified as specialized by mutual agreement between the Chief of Police and the Union, must remain and serve in that assignment for a period of one year. After one year of service, the member is allowed to bid out of the assignment. This would not prohibit the Chief of Police from allowing a transfer in the case of hardship once an officer has proven hardship. This would also not apply in the case of a promotion of said officer to a higher rank.

SECTION XX: SAVINGS CLAUSE

If any provisions of this Agreement are declared to be unlawful or unconstitutional by the Supreme court of the State of Rhode Island or by any court of final jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any provisions as aforesaid, the City of Woonsocket and the IBPO Local No. 404, agree to meet within thirty (30) days for the purpose of renegotiating said provisions of the contract.

SECTION XXI: RECORD OF DISCIPLINARY ACTION

The personnel file of any member of the bargaining unit which is kept by the police and/or personnel department will have expunged from its contents any disciplinary action, up to and including a suspension of five (5) days after a period of two (2) years from the date of the disciplinary action, provided that during the interim period the member has had no further departmental violation. No adverse material shall be inserted in the personnel file without the member being provided a copy thereof.

SECTION XXII: LAY-OFF

Prior to laying off any permanent employee, all probationary, temporary, or part-time employees functioning within the Police Department shall be laid off or terminated as the case may be.

In the event of a lay-off of police officers, the City agrees not to hire civilian personnel to perform the duties that only a police officer can perform. A police officer shall be defined to mean any person, who by virtue of their office is vested by law with the duty to maintain public order and make arrests for offenses.

In the event of further lay-offs, police personnel will be laid off in the reverse order of their total seniority, regardless of rank. Total seniority being the day they were appointed to the police department. Rehiring shall be in accordance with Rhode Island General Laws, 1956, as amended.

SECTION XXIII: DURATION OF THE AGREEMENT

This Agreement shall be for a term of three (3) years beginning July 1, 2002 and shall expire on June 30, 2005. This Agreement shall remain in force after its expiration date if negotiations between the City of Woonsocket and the IBPO Local 404 have not resulted in a new agreement, until such time as a new agreement has been reached.

IN WITNESS WHEREOF, the City of Woonsocket has caused this instrument to be executed and its corporate seal to be affixed by Susan D. Menard, its Mayor, its Public Safety Director, and the Personnel Director, thereunto duly authorized by the City Council of the City of Woonsocket, as of the day and year first above written and the said IBPO Local 404 has caused this instrument to be signed by its President, and by its Secretary, thereunto duly authorized, as of the day and year first above written.

Date: _____

CITY OF WOONSOCKET

Mayor

Personnel Director

Date: _____

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL 404

President

Vice President

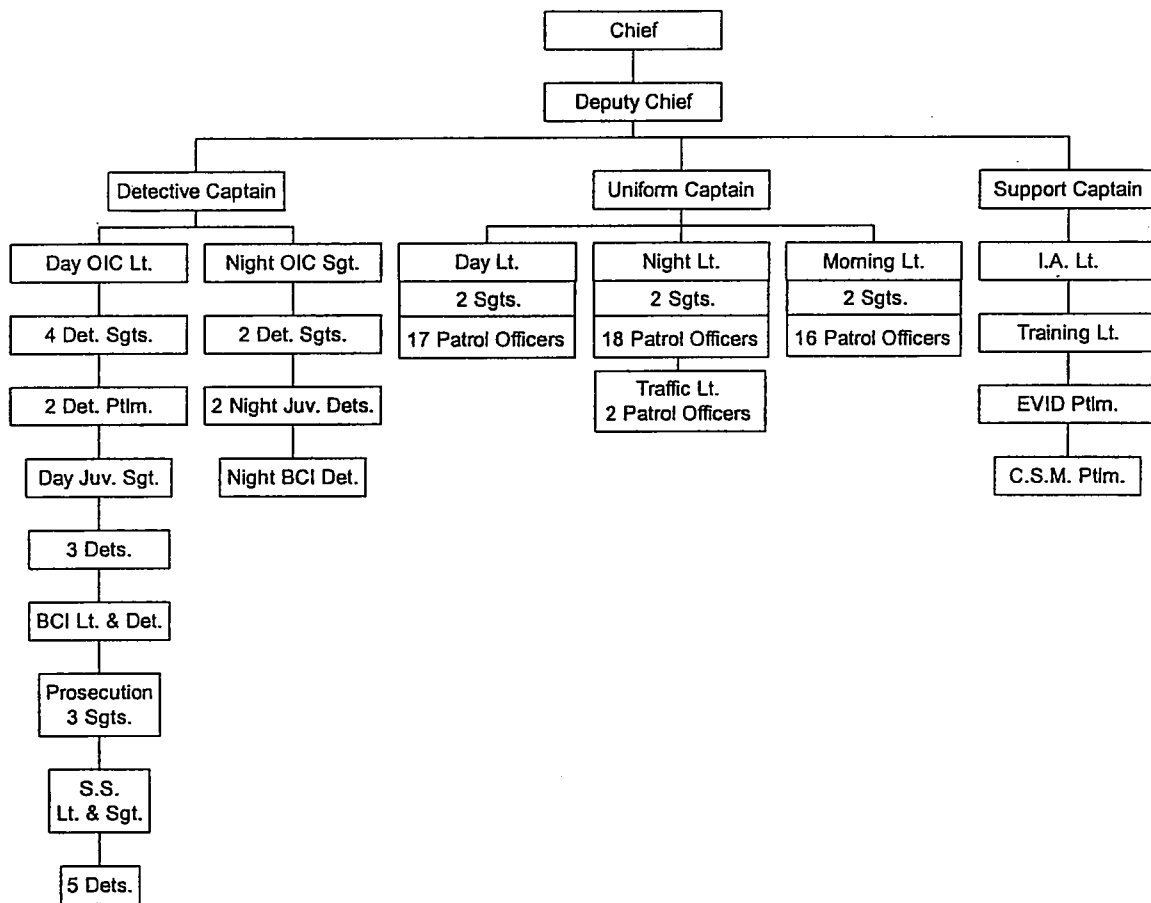
Salary Schedule

Woonsocket Police Department

Contract Years commencing July 1, 2002 through June 30, 2005

	7-1-02 (3%)		7-1-03 (3%)		7-1-04 (2%)		1-1-05 (2%)	
	Weekly	Holiday	Weekly	Holiday	Weekly	Holiday	Weekly	Holiday
Probationary	573.62	122.36	590.83	126.03	602.65	128.55	614.70	131.12
Police Officer	784.51	167.36	808.05	172.38	824.21	175.83	840.69	179.35
Det. Police Officer	801.15	170.92	825.18	176.05	841.68	179.57	858.51	183.16
Police Sergeant	847.28	180.75	872.70	186.17	890.15	189.89	907.95	193.67
Det. Police Sergeant	863.92	184.31	889.84	189.84	907.64	193.64	925.79	199.45
Juvenile Specialist	863.92	184.31	889.84	189.84	907.64	193.64	925.79	199.45
Police Lieutenant	915.06	195.22	942.51	201.08	961.36	205.10	980.59	209.20
Training Officer	915.06	195.22	942.51	201.08	961.36	205.10	980.59	209.20
Det. Police Lieutenant	931.70	198.77	959.65	204.73	978.84	208.82	998.42	213.00
Internal Affairs Lt.	931.70	198.77	959.65	204.73	978.84	208.82	998.42	213.00
Police Captain	988.26	210.83	1017.91	217.15	1038.27	221.49	1059.04	225.92
Det. Police Captain	1004.90	214.37	1035.05	220.80	1055.75	225.22	1076.87	229.72

Woonsocket Police Department Table of Organization



Memorandum of Agreement

This Agreement is entered into by and between the International Brotherhood of Police Officers, Local 404 and the City of Woonsocket regarding the reorganization of the Woonsocket Police Department, which shall include, in part, the elimination of the rank of Commander.

The parties agree that the reorganization shall be in accordance with the Table of Organization attached hereto and identified as "Woonsocket Police Department Table of Organization."

That the implementation of the reorganization shall be accomplished through attrition, and shall not include the involuntary displacement or demotion of a bargaining unit member.

Signed on this the ____ day of January, 2000.

CITY OF WOONSOCKET

Mayor

Personnel Director

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL 404

President

Vice President

Memorandum of Agreement

This Agreement is entered into by and between the International Brotherhood of Police Officers, Local 404 and the City of Woonsocket and is an addendum to the 1999-2002 collective bargaining agreement.

The parties agree that during the term of the collective bargaining agreement referred to above, the parties shall meet for the purpose of re-negotiation and implementation of modified injured on duty procedures presently contained in Article 12, Section 12.2 of the collective bargaining agreement.

Signed on this the _____ day of January, 2000.

CITY OF WOONSOCKET

Mayor

Personnel Director

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL 404

President

Vice President

Memorandum of Agreement

Presently, in 2002, there are two members of the bargaining unit assigned to the positions of Evidence Officer and Computer Systems Manager. When the Evidence Officer vacates the position for any reason (i.e. transfer, promotion, retirement), the positions of Evidence Officer and Computer Systems Manager shall merge. Thereafter, the Officer so assigned shall receive Police Sergeant salary. The parties agree that the terms of this Agreement are not intended to create a new Sergeants position within the Table of Organization.

Signed on this, the ____ day of _____, 2002.

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, LOCAL 404

CITY OF WOONSOCKET

President

Mayor

Vice President

Director of Administration

Memorandum of Agreement

Presently, in 2002, there are two remaining Captains above the Department allocation in accordance with the attrition language contained in Section 6.10. These Captains are presently assigned to night uniform and morning uniform platoons. When these Captains retire, or resign from the Police Department, they will be replaced within the Department as Patrol Officers, keeping the total number of officers at 101 including the Chief and Deputy Chief.

Signed on this, the ____ day of _____, 2002.

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, LOCAL 404

CITY OF WOONSOCKET

President

Mayor

Vice President

Director of Administration

IN WITNESS WHEREOF, the City of Woonsocket has caused this instrument to be executed and its corporate seal to be affixed by Susan D. Menard, its Mayor, its Public Safety Director, and the Personnel Director, thereunto duly authorized by the City Council of the City of Woonsocket, as of the day and year first above written and the said IBPO Local 404 has caused this instrument to be signed by its President, and by its Secretary, thereunto duly authorized, as of the day and year first above written.

Date:

11/6/2002

CITY OF WOONSOCKET

Susan D. Menard
Mayor

David Edwards
Personnel Director

Date:

11/6/02

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL 404

Jim M...
President

...
Vice President

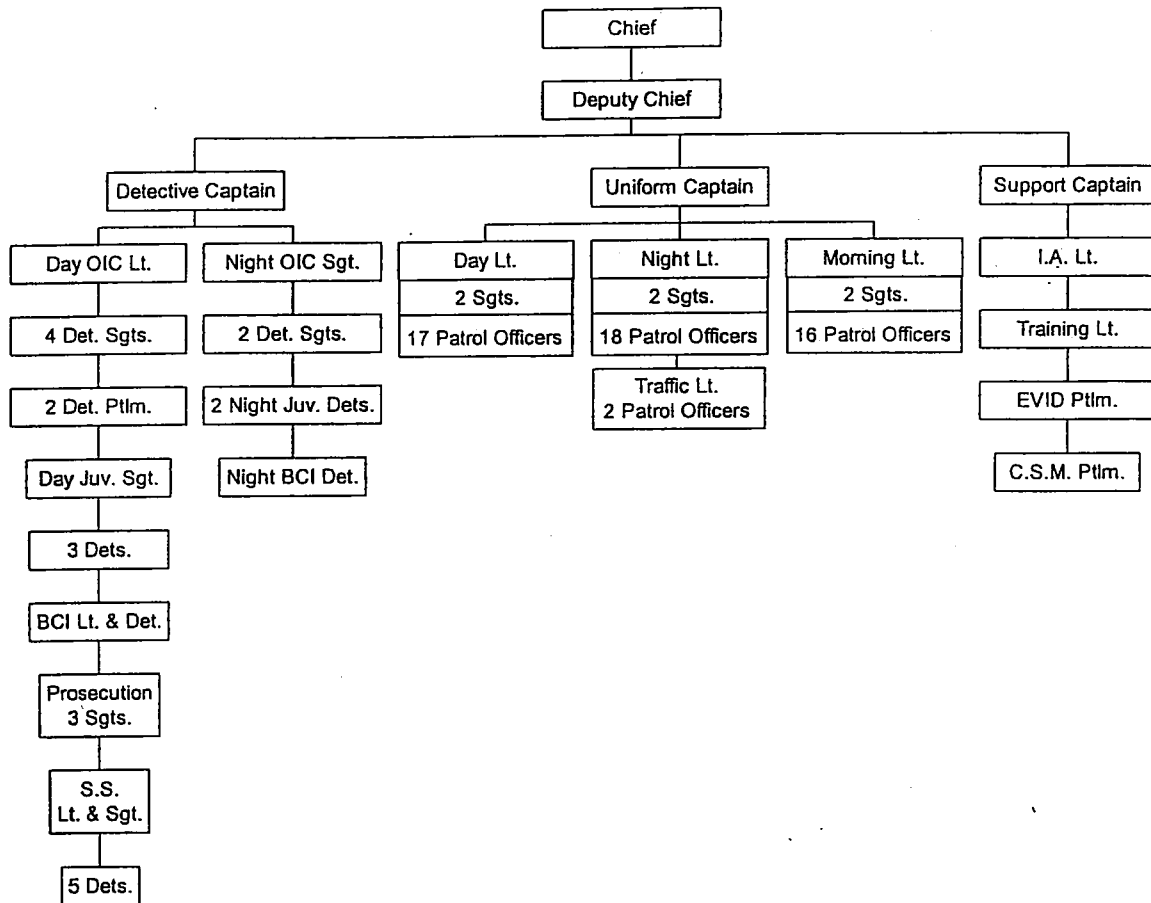
Salary Schedule

Woonsocket Police Department

Contract Years commencing July 1, 2002 through June 30, 2005

	7-1-02 (3%)		7-1-03 (3%)		7-1-04 (2%)		1-1-05 (2%)	
	Weekly	Holiday	Weekly	Holiday	Weekly	Holiday	Weekly	Holiday
Probationary	573.62	122.36	590.83	126.03	602.65	128.55	614.70	131.12
Police Officer	784.51	167.36	808.05	172.38	824.21	175.83	840.69	179.35
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Woonsocket Police Department Table of Organization

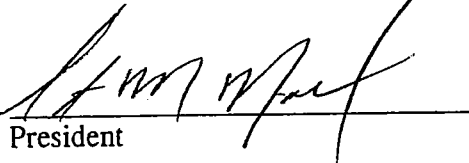


Memorandum of Agreement

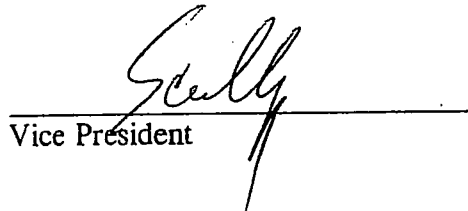
Presently, in 2002, there are two members of the bargaining unit assigned to the positions of Evidence Officer and Computer Systems Manager. When the Evidence Officer vacates the position for any reason (i.e. transfer, promotion, retirement), the positions of Evidence Officer and Computer Systems Manager shall merge. Thereafter, the Officer so assigned shall receive Police Sergeant salary. The parties agree that the terms of this Agreement are not intended to create a new Sergeants position within the Table of Organization.

Signed on this, the 14th day of Nov., 2002.

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, LOCAL 404

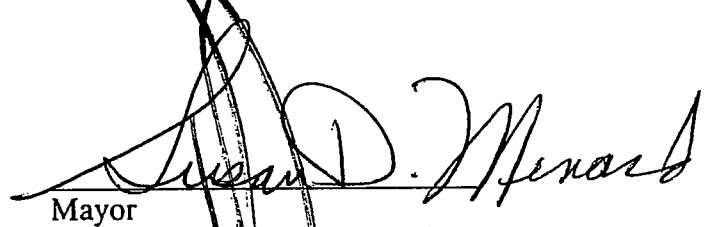


President

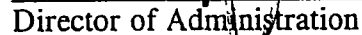


Vice President

CITY OF WOONSOCKET



Mayor



Director of Administration